

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

FILED

2001 JUN 11 P 12:12

in re:)
)
W.R. Grace & Co., et al.,) Chapter 11
) Case Nos. 01-1139 through 01-1200 (JJF)
Debtors.) Jointly Administered

CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

NOTICE OF PERFECTION OF MECHANIC'S LIEN
PURSUANT TO 11 U.S.C. §546(B)(2)

H. L. Blair & Associates, Inc. ("**Blair**") hereby provides this Notice of the post-petition perfection of its mechanic's lien on real property of W.R. Grace & Co. – Conn. ("**Grace**"), debtor in this proceeding, which real property is described in Exhibit A to Blair's Notice and Certificate of Mechanic's Lien which is attached hereto. This mechanic's lien secures indebtedness owed to Blair in the amount of \$47,233.00, plus accrued interest and attorneys fees.

This Notice is filed and served pursuant to 11 U.S.C. §546(b)(2) because the automatic stay of U.S.C. §362(a) precludes the filing of the Notice and Certificate of Mechanics Lien, the Notice of Pendency of Action and the Summons and Complaint to finally perfect and enforce Blair's mechanic lien. See 5 Collier on Bankruptcy, ¶546.03[3], pp. 546-24 and 456-25 (15th ed. rev. 12/96). See also In re Murphy Electric Company, Inc., 78 B.R. 451, 453 (Bankr. D.S.C. 1987) (liens of subcontractors arose by operation of law in South Carolina prior to the bankruptcy, and, when perfected post-petition, have retroactive effect back to the date on which they arose).

This lien arises for labor and materials supplied and furnished by Blair under a contract with Grace for improvements made to real property owned by Grace. The amount of \$47,233.00 remains due and owing under the contract.

Blair is filing herewith:

- Notice and Certificate of Mechanic's Lien, a copy of which is attached hereto as **Exhibit A**, within ninety (90) days after it ceased to provide labor and materials to the subject property, the last such labor and materials having been provided on March 26, 2001.
- Notice of Pendency of Action, a copy of which is attached hereto as **Exhibit B**.
- Summons and Complaint, a copy of which is attached hereto as **Exhibit C**, within six (6) months after the date on which Blair last furnished labor and materials to the

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517

subject property, the last such labor and materials having been provided on March 26, 2001.

Such filings comply with the provisions of §§29-5-10, et seq. of the South Carolina Code of Laws, as amended, and in particular with the time limitations of §§29-5-90 and 29-5-120.


Blair has fully and completely performed its obligations under this contract, and all conditions precedent to Blair's entitlement to full payment from Grace have been performed. Blair has made timely and proper demand upon Grace for payment, but Grace has failed and refused to pay Blair the balance remaining due to it.

Blair would file, were it not for this intervening bankruptcy, the attached Notice and Certificate of Mechanics Lien, the attached Notice of Pendency of Action and the attached Summons and Complaint to perfect and foreclose Blair's mechanic's lien on the subject property, pursuant to S.C. Code Ann. §29-5-10, et seq. Blair hereby asserts its lien on the subject property.

Greenville, South Carolina
June 8, 2001

H. L. Blair & Associates, Inc.

By: _____


Harry L. Blair, President

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

**NOTICE AND CERTIFICATE OF
MECHANICS' LIEN**

There is now due and owing the sum of Forty-Seven Thousand Two Hundred Thirty-three and no/100 Dollars (\$47,233.00) by W.R. Grace & Co. – Conn. ("**Obligor**") to H. L. Blair & Associates, Inc. ("**Claimant**") as shown by the statement attached hereto as **Exhibit A** (the "**Statement**"), together with interest from the 5th day of April, 2001 (the "**Debt**"). The Statement is a statement of a just and true account of the amount due Claimant with all just credits given.

The Debt is due Claimant for labor performed or furnished or for materials furnished and actually used in the erection, alteration or repair of a building or structure situated on, or in otherwise improving, the real estate describe on attached **Exhibit B** (the "**Property**") by virtue of an agreement with, or by consent of, Obligor, the owner of the Property ("**Owner**"), or a person authorized by or rightfully acting for the Owner; or said debt is due Claimant because such improvements have been authorized by the Owner. As shown on the Statement, Claimant has labored on or furnished labor or materials for such improvements within ninety (90) days of the date hereof, i.e., since March 26, 2001.

By virtue of the foregoing and by the filing of this Notice and Certificate, and pursuant to the provisions of the South Carolina Code of Laws, the Claimant has and claims a lien to secure the payment of the Debt and the costs, including reasonable attorneys fees, of enforcing such lien upon the Property.

The foregoing is sworn to be true to my own knowledge.

Witness my hand and seal, this 8th day of June, 2001.

H. L. Blair & Associates, Inc.

By: _____


Harry L. Blair, President

CONTRACTOR'S APPLICATION for PAYMENT

PAGE 1 OF 3 PAGES

CAP702 SUMMARY PAGE**To:**

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

APPLICATION NO: 3
APPLICATION DATE: 3/26/2001
PERIOD TO: 3/26/2001

CONTRACT DATE: 11/01/2000

ARCHITECT PROJECT#:

Distribution to:

FROM:

H. L. BLAIR & ASSOCIATES, INC.
P. O. BOX 625
FOUNTAIN INN, SC 29644

PROJECT:

CONTRACT
ADDITION

VIA ARCHITECT:**CONTRACT FOR:**

1. Original Contract Sum			175,000.00
2. Change Order Summary			
	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	
Total changes approved in previous months by Owner	17,595.00	0.00	
Total approved this Month	0.00	0.00	
TOTALS	17,595.00	0.00	
Net Change by Change Orders			17,595.00
3. CONTRACT SUM TO DATE (Line 1+ - 2)			192,595.00
4. TOTAL COMPLETED & STORED TO DATE			(Column G on CAP703) 192,595.00
5. RETAINAGE:			
a. 0.00 % of Completed Work		0.00	
(Columns D + E on CAP703)			
b. 0.00 of Stored Material		0.00	
(Column F on CAP703)			
Total Retainage (Line 5a + 5b or Total in Column I of CAP703)			0.00
6. TOTAL EARNED LESS RETAINAGE			(Line 4 less Line 5 Total) 192,595.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT			(Line 6 from prior Certificate) 145,362.00
8. CURRENT PAYMENT DUE			47,233.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE			(Line 3 less Line 6) 0.00

Architect's Certification:

Amount Certified: _____

Architect: _____ Date: _____

Contractor Certification:

Subscribed and sworn to before

Signature: _____

me this _____ day of _____

Date: 3/26/2001 State of: SC County of: _____

Notary Public:

My Commission expires: ____/____/____

CAP703 DETAIL PAGE(S)

PAGE 2 OF 3 PAGES

TO:

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

FROM:

H. L. BLAIR & ASSOCIATES, INC.
P. O. BOX 625
FOUNTAIN INN, SC 29644

PROJECT

CONTRACT

CONTRACT DATE: 11/01/2000

ARCHITECTS PROJECT#:

APPLICATION#:	3
APPLICATION DATE:	3/26/2001
PERIOD TO:	3/26/2001

A	B	C	D		E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	PERMITS, INSURANCE, TAXES	3,903.00	3,903.00	0.00	0.00	3,903.00	100	0.00	0.00
2	ENGINEERING	750.00	750.00	0.00	0.00	750.00	100	0.00	0.00
3	GRADING	7,188.00	7,188.00	0.00	0.00	7,188.00	100	0.00	0.00
4	CONCRETE SLAB	20,343.00	20,343.00	0.00	0.00	20,343.00	100	0.00	0.00
5	SOIL AND CONCRETE TESTS	1,725.00	1,725.00	0.00	0.00	1,725.00	100	0.00	0.00
6	SAFETY EQUIPMENT AND MEASURES	1,625.00	1,625.00	0.00	0.00	1,625.00	100	0.00	0.00
7	SOIL TREATMENT	437.00	437.00	0.00	0.00	437.00	100	0.00	0.00
8	BUILDING	14,518.00	14,518.00	0.00	0.00	14,518.00	100	0.00	0.00
9	INSULATION	2,337.00	2,337.00	0.00	0.00	2,337.00	100	0.00	0.00
10	BUILDING ERECTION	9,700.00	9,700.00	0.00	0.00	9,700.00	100	0.00	0.00
11	INTERIOR FRAMING AND CEILINGS	35,875.00	34,800.00	1,075.00	0.00	35,875.00	100	0.00	0.00
12	DOORS, FRAMES, HARDWARE	9,288.00	8,500.00	788.00	0.00	9,288.00	100	0.00	0.00
13	PAINT	4,556.00	800.00	3,756.00	0.00	4,556.00	100	0.00	0.00
14	FLOORING AND BASE	6,050.00	800.00	5,250.00	0.00	6,050.00	100	0.00	0.00
15	ADMINISTRATION	2,812.00	2,812.00	0.00	0.00	2,812.00	100	0.00	0.00
16	SUMP GRATE AND ANGLE	575.00	575.00	0.00	0.00	575.00	100	0.00	0.00
17	DOOR GLASS AND KITS	2,718.00	2,000.00	718.00	0.00	2,718.00	100	0.00	0.00
18	PLUMBING	20,618.00	15,500.00	5,118.00	0.00	20,618.00	100	0.00	0.00
19	HVAC	16,750.00	14,700.00	2,050.00	0.00	16,750.00	100	0.00	0.00
20	MILLWORK AND TOPS	6,700.00	5,000.00	1,700.00	0.00	6,700.00	100	0.00	0.00
21	DEBRIS DISPOSAL AND TEMPORARY FACILITIES	1,250.00	1,000.00	250.00	0.00	1,250.00	100	0.00	0.00
22	WINDOWS	4,332.00	4,000.00	332.00	0.00	4,332.00	100	0.00	0.00
23	BATH ACCESSORIES	950.00	0.00	950.00	0.00	950.00	100	0.00	0.00
24	WIRE MESH	300.00	0.00	300.00	0.00	300.00	100	0.00	0.00
		175,300.00	153,013.00	22,287.00	0.00	175,300.00	100	0.00	0.00

CAP703 DETAIL PAGE(S)

PAGE 3 OF 3 PAGES

TO:

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

FROM:

H. L. BLAIR & ASSOCIATES, INC.
P. O. BOX 625
FOUNTAIN INN, SC 29644

PROJECT

CONTRACT

APPLICATION#: 3
APPLICATION DATE: 3/26/2001
PERIOD TO: 3/26/2001

CONTRACT DATE: 11/01/2000

ARCHITECTS PROJECT#:

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
25	BREAK ROOM WINDOW	300.00	0.00	300.00		0.00	300.00	100	0.00	0.00
26	THREE INTERIOR WINDOWS	1,000.00	0.00	1,000.00		0.00	1,000.00	100	0.00	0.00
27	WEST WALL-FIRE RATING	700.00	0.00	700.00		0.00	700.00	100	0.00	0.00
28	PRESSURE REDUCER	120.00	0.00	120.00		0.00	120.00	100	0.00	0.00
29	SOUND PROOF WALLS	950.00	0.00	950.00		0.00	950.00	100	0.00	0.00
30	20'X 4' CONCRETE SLAB	330.00	0.00	330.00		0.00	330.00	100	0.00	0.00
31	WORK STATION	498.00	0.00	498.00		0.00	498.00	100	0.00	0.00
32	HOOD SYSTEM	10,000.00	0.00	10,000.00		0.00	10,000.00	100	0.00	0.00
33	SAFETY TRAINING	1,680.00	0.00	1,680.00		0.00	1,680.00	100	0.00	0.00
34	JLG RENTALS	1,717.00	0.00	1,717.00		0.00	1,717.00	100	0.00	0.00
		192,595.00	153,013.00	39,582.00		0.00	192,595.00	100	0.00	0.00

EXHIBIT B

Legal Description

All that tract, piece or parcel of land lying, being and situate in Laurens County, State of South Carolina near Ora, Known as tract number 7 of the A.Y. Thompson Estate containing 33.1 acres more or less according to Plat of W. M. Nash, surveyor, being bounded on the North by lands now or formerly of Kathleen W. Hunter, East by Lands of W.R. Grace and Co., South by S.C.L. R.R. and on the West by lands of Carolyn Blakely, said plat is recorded in Plat Book 39 at Page 186 in the Office of the Clerk of Court for Laurens County, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

IN THE CIRCUIT COURT

H. L. Blair & Associates, Inc.)
Plaintiff,)
vs.)
W.R. Grace & Co. – Conn.)
Defendant)

Case No. 01 CP ____ – ____

NOTICE OF PENDENCY OF ACTION

Notice is hereby given that an action is now pending in this Court by the above named Plaintiff against the above named Defendant for the foreclosure of a mechanics lien filed against W.R. Grace & Co. – Conn. in favor of H. L. Blair & Associates, Inc. in the amount of \$47,233.00, dated June 8, 2001, and recorded on _____, in the Office of the Clerk of Court for Laurens County, South Carolina in Book ____ at Page _____.

The property being foreclosed upon is described on attached **Exhibit A**.

June 8, 2001

Womble Carlyle Sandridge & Rice, PLLC

By: _____

D. Allen Grumbine (SC Bar # 2343)

104 S. Main St., Suite 700

Post Office Box 10208

Greenville, South Carolina 29603-0208

voice: 864.255.5402

fax: 864.255.5482

e-mail: agrumbine@wcsr.com

Attorneys for the Plaintiff

EXHIBIT A

Legal Description

All that tract, piece or parcel of land lying, being and situate in Laurens County, State of South Carolina near Ora, Known as tract number 7 of the A.Y. Thompson Estate containing 33.1 acres more or less according to Plat of W. M. Nash, surveyor, being bounded on the North by lands now or formerly of Kathleen W. Hunter, East by Lands of W.R. Grace and Co., South by S.C.L. R.R. and on the West by lands of Carolyn Blakely, said plat is recorded in Plat Book 39 at Page 186 in the Office of the Clerk of Court for Laurens County, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

IN THE CIRCUIT COURT

H. L. Blair & Associates, Inc.)
Plaintiff,)
vs.)
W.R. Grace & Co. – Conn.)
Defendant)

Case No. 01 CP ____ – _____

SUMMONS

To the Defendant above named:

You are hereby summoned and required to answer the complaint in this action, a copy of which is served upon you herewith, and to serve a copy of your answer to the said complaint on the subscribers at their offices, 104 S. Main St., Suite 700, Greenville, South Carolina, within thirty days after the service hereof, exclusive of the day of such service. If you fail to answer the complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the complaint.

June 8, 2001

Womble Carlyle Sandridge & Rice, PLLC

By: 

D. Allen Grumbine (SC Bar #2343)
104 S. Main St., Suite 700
Post Office Box 10208
Greenville, South Carolina 29603-0208

voice: 864.255.5402

fax: 864.255.5482

e-mail: agrumbine@wcsr.com

Attorneys for the Plaintiff

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

IN THE CIRCUIT COURT

H. L. Blair & Associates, Inc.)
Plaintiff,)
vs.)
W.R. Grace & Co. – Conn.)
Defendant)

Case No. 01 CP ____ – _____

COMPLAINT

Plaintiff, complaining of the defendant herein, alleges that:

1. Plaintiff H. L. Blair & Associates, Inc. ("**Plaintiff**") is a corporation organized and existing under the laws of the State of South Carolina.
2. Defendant is, on information and belief, a corporation organized and existing under the laws of the State of Delaware, is doing business in Laurens County, South Carolina, and as such is subject to the jurisdiction of this court.
3. The real estate which is the subject of this action is located in Laurens County, South Carolina.
4. On October 24, 2000, Plaintiff and Defendant entered into a contract whereby Plaintiff would construct for Defendant an quality control and research building (the "**Contract**" and the "**Building**"). A copy of the Contract is attached hereto as **Exhibit A**.
5. Plaintiff has completed construction of the Building, and on March 26, 2001, sent to Defendant its Contractor's Application for Payment, a copy of which is attached hereto as **Exhibit B** (the "**Payment Application**"). The Payment Application shows a balance of \$47,233.00 being due and immediately payable to Plaintiff (the "**Balance**").
6. The Contract provides that amounts not paid within ten days of the Payment Application shall carry interest at the rate of one and one-half percent (1 ½ %) per month.
7. Defendant has failed to pay the Balance, and it is due and payable with interest from April 5, 2001.
8. Pursuant to the provisions of South Carolina Code of Laws §§29-5-10, et seq., Plaintiff filed its Notice and Certificate of Mechanics Lien with the office of the Register of Deeds for Laurens County, South Carolina on _____, in Book ____ at Page ____ (the "**Lien Notice**"). A copy of the Lien Notice is attached hereto as **Exhibit C**.

9. Plaintiff has labored on or furnished labor or materials for the Building within ninety (90) days of the date of filing of the Lien Notice and within six (6) months of the commencement of this action, i.e., since March 26, 2001.

10. The real property covered by the Lien Notice, and which is a subject of this action, is described on attached **Exhibit D** (the "**Property**").

11. Pursuant to the provisions of §29-5-20 of the South Carolina Code of Laws, as amended, Plaintiff is entitled to collect the costs of this action and a reasonable attorney's fee.

12. Plaintiff is entitled to have an order entered, foreclosing its mechanics lien and selling the Property.

Wherefore, plaintiff prays:

1. That the amounts due, including principal and interest, be ascertained and determined under the direction of the Court, together with attorney's fees and costs of this action.
2. That Plaintiff have judgment of foreclosure for the amounts found to be due and owing under its mechanics lien.
3. That the Property be sold according to law and the practice of the Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First: to the costs and expenses of this action and such sale;

Second: to the payment and discharge of all amounts due Plaintiff under its mechanics lien together with Plaintiff's costs and attorneys fees; and

Third: the surplus, if any, be distributed according to law.

4. For such other and further relief as may be just and proper.

June 8, 2001
Greenville, South Carolina

Womble Carlyle Sandridge & Rice, PLLC

By: 

D. Allen Grumbine (SC Bar #2343)

104 S. Main St., Suite 700
Post Office Box 10208
Greenville, South Carolina 29603-0208
voice: 864-255-5402
fax: 864-255-5482
e-mail: agrumbine@wcsr.com

Attorneys for the Plaintiff

LIST OF EXHIBITS

- Exhibit A The Contract
- Exhibit B Payment Application
- Exhibit C Lien Notice
- Exhibit D The Property

AIA DOCUMENT A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the **Twenty-Fourth** day of **October**
in the year **Two Thousand**
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

W.R. Grace & Co., Conn.
26383 Highway 221
Enoree, S.C. 29335

and the Contractor:
(Name, address and other information)

H.L. BLAIR & ASSOCIATES, INC.
P.O. Box 625
Fountain Inn, S.C. 29644

The Project is:
(Name and location)

Q.C. & Research Building

The Architect is:
(Name, address and other information)

N/A

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



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AIA DOCUMENT A101-1997
OWNER-CONTRACTOR
AGREEMENT

The Owner and Contractor agree as follows.

EXHIBIT A

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, © 1997 by The American Institute of Architects. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution.
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The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **Ninety** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)



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OWNER-CONTRACTOR
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Hundred and Seventy-Five Thousand** Dollars (\$ **175,000.00**)

subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the ~~Architect~~ **owner** not later than the ~~Fifth~~ **Fifteenth** day of a month, the Owner shall make payment to the Contractor not later than the ~~Fifteenth~~ **same** day of the ~~same~~ **same** month. If an Application for Payment is received by the ~~Architect~~ **owner** after the application date fixed above, payment shall be made by the Owner not later than ~~Ten~~ **Ten** days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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OWNER-CONTRACTOR
AGREEMENT

The American Institute
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1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten** percent (**10** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten** percent (**10** %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon 50 % of total work completed, retainage shall be reduces to 5 %.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.



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 OWNER-CONTRACTOR
 AGREEMENT

The American Institute
 of Architects
 1735 New York Avenue, N.W.
 Washington, D.C. 20006-5292

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:
Upon issuance of the Occupancy Certificate.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1 1/2%

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:
(Name, address and other information)

Mr. Ben Arevalo
26383 Highway 221
Enoree, S.C. 29335

7.4 The Contractor's representative is:
(Name, address and other information)

Mr. Harry Blair, Jr. (Butch)
P.O. Box 625
Fountain Inn, S.C. 29644

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
----------	-------	-------

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

Floor Plan	A-1 (enclosed)	
------------	----------------	--

Proposal	Dated 10-26-00	2
----------	----------------	---

8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

To Be Completed		
-----------------	--	--



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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Benedict Arevalo
OWNER (Signature)

Harry L. Blair, Jr.
CONTRACTOR (Signature)

BEN AREVALO
 (Printed name and title)

Harry L. Blair, Jr. Mack, Director
 (Printed name and title)

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 AGREEMENT

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 1735 New York Avenue, N.W.
 Washington, D.C. 20006-5292



CONTRACTOR'S APPLICATION for PAYMENT

PAGE 1 OF 3 PAGES

CAP702 SUMMARY PAGE**TO:**

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

APPLICATION NO: 3

APPLICATION DATE: 3/26/2001

PERIOD TO: 3/26/2001

CONTRACT DATE: 11/01/2000

FROM:

H. L. BLAIR & ASSOCIATES, INC.
P. O. BOX 625
FOUNTAIN INN, SC 29644

ARCHITECT PROJECT#:

Distribution to:**VIA ARCHITECT:****PROJECT:**

CONTRACT
ADDITION

CONTRACT FOR:

1. Original Contract Sum			175,000.00
2. Change Order Summary			
	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	
Total changes approved in previous months by Owner	17,595.00	0.00	
Total approved this Month	0.00	0.00	
TOTALS	17,595.00	0.00	
Net Change by Change Orders			17,595.00
3. CONTRACT SUM TO DATE (Line 1+ - 2)			192,595.00
4. TOTAL COMPLETED & STORED TO DATE			(Column G on CAP703) 192,595.00
5. RETAINAGE:			
a. 0.00 % of Completed Work		0.00	
(Columns D + E on CAP703)			
b. 0.00 of Stored Material		0.00	
(Column F on CAP703)			
Total Retainage (Line 5a + 5b or Total in Column I of CAP703)			0.00
6. TOTAL EARNED LESS RETAINAGE			(Line 4 less Line 5 Total) 192,595.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT			(Line 6 from prior Certificate) 145,362.00
8. CURRENT PAYMENT DUE			47,233.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE			(Line 3 less Line 6) 0.00

Architect's Certification:

Amount Certified: _____

Architect: _____ Date: _____

Contractor Certification:

Subscribed and sworn to before

Signature: _____

me this _____ day of _____

Date: 3/26/2001 State of: SC County of: _____

Notary Public:

My Commission expires: ____/____/____

EXHIBIT B

CAP703 DETAIL PAGE(S)

PAGE 2 OF 3 PAGES

TO:

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

FROM:

H. L. BLAIR & ASSOCIATES, INC.
P. O. BOX 625
FOUNTAIN INN, SC 29644

PROJECT

CONTRACT

APPLICATION# 3
APPLICATION DATE: 3/26/2001
PERIOD TO: 3/26/2001

CONTRACT DATE: 11/01/2000

ARCHITECTS PROJECT#:

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
201	PERMITS, INSURANCE, TAXES	3,903.00	3,903.00	0.00	0.00	0.00	3,903.00	100	0.00	0.00
202	ENGINEERING	750.00	750.00	0.00	0.00	0.00	750.00	100	0.00	0.00
203	GRADING	7,188.00	7,188.00	0.00	0.00	0.00	7,188.00	100	0.00	0.00
204	CONCRETE SLAB	20,343.00	20,343.00	0.00	0.00	0.00	20,343.00	100	0.00	0.00
205	SOIL AND CONCRETE TESTS	1,725.00	1,725.00	0.00	0.00	0.00	1,725.00	100	0.00	0.00
206	SAFETY EQUIPMENT AND MEASURES	1,625.00	1,625.00	0.00	0.00	0.00	1,625.00	100	0.00	0.00
207	SOIL TREATMENT	437.00	437.00	0.00	0.00	0.00	437.00	100	0.00	0.00
208	BUILDING	14,518.00	14,518.00	0.00	0.00	0.00	14,518.00	100	0.00	0.00
209	INSULATION	2,337.00	2,337.00	0.00	0.00	0.00	2,337.00	100	0.00	0.00
210	BUILDING ERECTION	9,700.00	9,700.00	0.00	0.00	0.00	9,700.00	100	0.00	0.00
211	INTERIOR FRAMING AND CEILINGS	35,875.00	34,800.00	1,075.00	788.00	0.00	35,875.00	100	0.00	0.00
212	DOORS, FRAMES, HARDWARE	9,288.00	8,500.00	788.00	0.00	0.00	9,288.00	100	0.00	0.00
213	PAINT	4,556.00	800.00	3,756.00	0.00	0.00	4,556.00	100	0.00	0.00
214	FLOORING AND BASE	6,050.00	800.00	5,250.00	0.00	0.00	6,050.00	100	0.00	0.00
215	ADMINISTRATION	2,812.00	2,812.00	0.00	0.00	0.00	2,812.00	100	0.00	0.00
216	SUMP GRATE AND ANGLE	575.00	575.00	0.00	0.00	0.00	575.00	100	0.00	0.00
217	DOOR GLASS AND KITS	2,718.00	2,000.00	718.00	0.00	0.00	2,718.00	100	0.00	0.00
218	PLUMBING	20,618.00	15,500.00	5,118.00	0.00	0.00	20,618.00	100	0.00	0.00
219	HVAC	16,750.00	14,700.00	2,050.00	0.00	0.00	16,750.00	100	0.00	0.00
220	MILLWORK AND TOPS	6,700.00	5,000.00	1,700.00	0.00	0.00	6,700.00	100	0.00	0.00
221	DEBRIS DISPOSAL AND TEMPORARY FACILITIES	1,250.00	1,000.00	250.00	0.00	0.00	1,250.00	100	0.00	0.00
222	WINDOWS	4,332.00	4,000.00	332.00	0.00	0.00	4,332.00	100	0.00	0.00
223	BATH ACCESSORIES	950.00	0.00	950.00	0.00	0.00	950.00	100	0.00	0.00
224	WIRE MESH	300.00	0.00	300.00	0.00	0.00	300.00	100	0.00	0.00
		175,300.00	153,013.00	22,287.00	0.00	0.00	175,300.00	100	0.00	0.00

CAP703 DETAIL PAGE(S)

PAGE 3 OF 3 PAGES

TO:

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

FROM:

H. L. BLAIR & ASSOCIATES, INC.
P. O. BOX 625
FOUNTAIN INN, SC 29644

PROJECT
CONTRACT

CONTRACT DATE: 11/01/2000

ARCHITECTS PROJECT#:

APPLICATION#: 3
APPLICATION DATE: 3/26/2001
PERIOD TO: 3/26/2001

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
25	BREAK ROOM WINDOW	300.00	0.00	300.00	0.00	300.00	100	0.00	0.00
26	THREE INTERIOR WINDOWS	1,000.00	0.00	1,000.00	0.00	1,000.00	100	0.00	0.00
27	WEST WALL-FIRE RATING	700.00	0.00	700.00	0.00	700.00	100	0.00	0.00
28	PRESSURE REDUCER	120.00	0.00	120.00	0.00	120.00	100	0.00	0.00
29	SOUND PROOF WALLS	950.00	0.00	950.00	0.00	950.00	100	0.00	0.00
30	20X 4' CONCRETE SLAB	330.00	0.00	330.00	0.00	330.00	100	0.00	0.00
31	WORK STATION	498.00	0.00	498.00	0.00	498.00	100	0.00	0.00
32	HOOD SYSTEM	10,000.00	0.00	10,000.00	0.00	10,000.00	100	0.00	0.00
33	SAFETY TRAINING	1,680.00	0.00	1,680.00	0.00	1,680.00	100	0.00	0.00
34	JLG RENTALS	1,717.00	0.00	1,717.00	0.00	1,717.00	100	0.00	0.00
		192,595.00	153,013.00	39,582.00	0.00	192,595.00	100	0.00	0.00

CONTRACTOR'S APPLICATION for PAYMENT

PAGE 1 OF 3 PAGES

CAP702 SUMMARY PAGE**TO:**

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

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APPLICATION DATE: 3/26/2001

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Distribution to:**VIA ARCHITECT:****PROJECT:**

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ADDITION

CONTRACT FOR:

1. Original Contract Sum			175,000.00
2. Change Order Summary			
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			(Column G on CAP703)
5. RETAINAGE:			
a. 0.00 % of Completed Work		0.00	
(Columns D + E on CAP703)			
b. 0.00 of Stored Material		0.00	
(Column F on CAP703)			
Total Retainage (Line 5a + 5b or Total in Column I of CAP703)			0.00
6. TOTAL EARNED LESS RETAINAGE			192,595.00
			(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT			145,362.00
			(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE			47,233.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE			0.00
			(Line 3 less Line 6)

Architect's Certification:

Amount Certified: _____

Architect: _____ Date: _____

Contractor Certification:

Subscribed and sworn to before

Signature: _____

me this _____ day of _____

Date: 3/26/2001 State of: SC County of: _____

Notary Public:

My Commission expires: ____/____/____

CAP703 DETAIL PAGE(S)

TO:

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

FROM:

H. L. BLAIR & ASSOCIATES, INC.
P. O. BOX 625
FOUNTAIN INN, SC 29644

PROJECT

CONTRACT

APPLICATION#:	3
APPLICATION DATE:	3/26/2001
PERIOD TO:	3/26/2001

CONTRACT DATE: 11/01/2000

ARCHITECTS PROJECT#:

ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G / C)		
01	PERMITS, INSURANCE, TAXES	3,903.00	3,903.00		0.00	0.00	3,903.00	100	0.00
02	ENGINEERING	750.00	750.00		0.00	0.00	750.00	100	0.00
03	GRADING	7,188.00	7,188.00		0.00	0.00	7,188.00	100	0.00
04	CONCRETE SLAB	20,343.00	20,343.00		0.00	0.00	20,343.00	100	0.00
05	SOIL AND CONCRETE TESTS	1,725.00	1,725.00		0.00	0.00	1,725.00	100	0.00
06	SAFETY EQUIPMENT AND MEASURES	1,625.00	1,625.00		0.00	0.00	1,625.00	100	0.00
07	SOIL TREATMENT	437.00	437.00		0.00	0.00	437.00	100	0.00
08	BUILDING	14,518.00	14,518.00		0.00	0.00	14,518.00	100	0.00
09	INSULATION	2,337.00	2,337.00		0.00	0.00	2,337.00	100	0.00
10	BUILDING ERECTION	9,700.00	9,700.00		0.00	0.00	9,700.00	100	0.00
11	INTERIOR FRAMING AND CEILINGS	35,875.00	34,800.00		1,075.00	0.00	35,875.00	100	0.00
12	DOORS, FRAMES, HARDWARE	9,288.00	8,500.00		788.00	0.00	9,288.00	100	0.00
13	PAINT	4,556.00	800.00		3,756.00	0.00	4,556.00	100	0.00
14	FLOORING AND BASE	6,050.00	800.00		5,250.00	0.00	6,050.00	100	0.00
15	ADMINISTRATION	2,812.00	2,812.00		0.00	0.00	2,812.00	100	0.00
16	SUMP GRATE AND ANGLE	575.00	575.00		0.00	0.00	575.00	100	0.00
17	DOOR GLASS AND KITS	2,718.00	2,000.00		718.00	0.00	2,718.00	100	0.00
18	PLUMBING	20,618.00	15,500.00		5,118.00	0.00	20,618.00	100	0.00
19	HVAC	16,750.00	14,700.00		2,050.00	0.00	16,750.00	100	0.00
20	MILLWORK AND TOPS	6,700.00	5,000.00		1,700.00	0.00	6,700.00	100	0.00
21	DEBRIS DISPOSAL AND TEMPORARY	1,250.00	1,000.00		250.00	0.00	1,250.00	100	0.00
22	FACILITIES								
23	WINDOWS	4,332.00	4,000.00		332.00	0.00	4,332.00	100	0.00
24	BATH ACCESSORIES	950.00	0.00		950.00	0.00	950.00	100	0.00
25	WIRE MESH	300.00	0.00		300.00	0.00	300.00	100	0.00
		175,300.00	153,013.00		22,287.00	0.00	175,300.00	100	0.00

CAP703 DETAIL PAGE(S)

PAGE 3 OF 3 PAGES

TO:

W.R. GRACE
26383 HIGHWAY 221
ENOREE, S.C. 29335

FROM:

H. L. BLAIR & ASSOCIATES, INC.
P. O. BOX 625
FOUNTAIN INN, SC 29644

PROJECT

CONTRACT

CONTRACT DATE: 11/01/2000

ARCHITECTS PROJECT#:

APPLICATION#:

3

APPLICATION DATE: 3/26/2001

PERIOD TO: 3/26/2001

Case 01-01139-AMC Doc 517 Filed 06/11/01 Page 34 of 34

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
25	BREAK ROOM WINDOW	300.00	0.00	300.00	0.00	300.00	100	0.00	0.00	
26	THREE INTERIOR WINDOWS	1,000.00	0.00	1,000.00	0.00	1,000.00	100	0.00	0.00	
27	WEST WALL-FIRE RATING	700.00	0.00	700.00	0.00	700.00	100	0.00	0.00	
28	PRESSURE REDUCER	120.00	0.00	120.00	0.00	120.00	100	0.00	0.00	
29	SOUND PROOF WALLS	950.00	0.00	950.00	0.00	950.00	100	0.00	0.00	
30	20X 4' CONCRETE SLAB	330.00	0.00	330.00	0.00	330.00	100	0.00	0.00	
31	WORK STATION	498.00	0.00	498.00	0.00	498.00	100	0.00	0.00	
32	HOOD SYSTEM	10,000.00	0.00	10,000.00	0.00	10,000.00	100	0.00	0.00	
33	SAFETY TRAINING	1,680.00	0.00	1,680.00	0.00	1,680.00	100	0.00	0.00	
34	JLG RENTALS	1,717.00	0.00	1,717.00	0.00	1,717.00	100	0.00	0.00	
		192,595.00	153,013.00	39,582.00	0.00	192,595.00	100	0.00	0.00	

Case 01-01139-AMC Doc 517

EXHIBIT B

Legal Description

All that tract, piece or parcel of land lying, being and situate in Laurens County, State of South Carolina near Ora, Known as tract number 7 of the A.Y. Thompson Estate containing 33.1 acres more or less according to Plat of W. M. Nash, surveyor, being bounded on the North by lands now or formerly of Kathleen W. Hunter, East by Lands of W.R. Grace and Co., South by S.C.L. R.R. and on the West by lands of Carolyn Blakely, said plat is recorded in Plat Book 39 at Page 186 in the Office of the Clerk of Court for Laurens County, S.C.

EXHIBIT D

Legal Description

All that tract, piece or parcel of land lying, being and situate in Laurens County, State of South Carolina near Ora, Known as tract number 7 of the A.Y. Thompson Estate containing 33.1 acres more or less according to Plat of W. M. Nash, surveyor, being bounded on the North by lands now or formerly of Kathleen W. Hunter, East by Lands of W.R. Grace and Co., South by S.C.L. R.R. and on the West by lands of Carolyn Blakely, said plat is recorded in Plat Book 39 at Page 186 in the Office of the Clerk of Court for Laurens County, S.C.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

in re:)
)
W.R. Grace & Co., et al.,) Chapter 11
) Case Nos. 01-1139 through 01-1200 (JJF)
Debtors.) Jointly Administered

CERTIFICATE OF SERVICE

This is to certify that I have, this 8th day of June, 2001, served a copy of the **Notice of Perfection of Mechanic's Lien Pursuant to 11 U.S.C. §546(b)(2)** in the above-captioned action by enclosing same in an envelope with postage prepaid and depositing same in the United States mail, addressed to the following:

W.R. Grace & Co. – Conn.
26383 Highway 221
Enoree, SC 29335

James H.M. Sprayregen, Esq.
Kirland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601

Laura Davis Jones, Esq.
Pachulski, Stang, Ziehl, Young & Jones P.C.
919 North Market St., 16th Floor
PO Box 8705
Wilmington, DE 19899-8705
(Courier 19081)



D. Allen Grumbine